

Ryan Lee, Esq. (SBN 024846)
Krohn & Moss, Ltd.
10474 Santa Monica Blvd., Suite401
Los Angeles, CA 90025
T: (323) 988-2400; F: (866) 802-0021
rlee@consumerlawcenter.com

Attorneys for Plaintiff, AMY ABDAI

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

AMY ABDAI,)	Case No.: 09-CV-00437 CKJ
)	
Plaintiffs,)	NOTICE OF ACCEPTANCE OF RULE
)	68 OFFER OF JUDGMENT
vs.)	
)	
ALLIED INTERSTATE, INC.,)	
)	
Defendant.)	
)	

TO: DEFENDANT AND ITS ATTORNEY, DAVID J. KAMINSKI:

Plaintiff hereby accepts Defendant's Rule 68 Offer of Judgment served and filed herein
in the above matter, and attached hereto as Exhibit A.

RESPECTFULLY SUBMITTED,

DATED: October 5, 2009

KROHN & MOSS, LTD.

By: /s/ Ryan Lee
Ryan Lee
Attorney for Plaintiff

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EXHIBIT A

1 DAVID J. KAMINSKI (State Bar No. 128509)
kaminskid@cmtlaw.com
2 MICHAEL P. LAVIGNE (State Bar No. 216538)
lavignem@cmtlaw.com
3 CARLSON & MESSER LLP
5959 W. Century Boulevard, Suite 1214
4 Los Angeles, California 90045
(310) 242-2200 Telephone
5 (310) 242-2222 Facsimile

6 Attorneys for Defendant
ALLIED INTERSTATE, INC.

8 UNITED STATES DISTRICT COURT
9 DISTRICT OF ARIZONA
10

11 AMY ABDAI,
12 Plaintiff,
13 vs.
14 ALLIED INTERSTATE, INC.,
15 Defendant.
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CASE NO. 09-CV- 00437 CKJ

**OFFER OF JUDGMENT
PURSUANT TO FEDERAL RULE
OF CIVIL PROCEDURE RULE 68**

20 **TO PLAINTIFF AMY ABDAI AND TO HIS ATTORNEYS OF RECORD:**

21 Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant
22 ALLIED INTERSTATE, INC. ("Defendant"), by and through its counsel, hereby
23 offers to allow judgment to be taken against Defendant and in favor of Plaintiff, as
24 follows:

- 25 1. Judgment shall be entered in the amount of \$500.00 for alleged
26 damages to Plaintiff AMY ABDAI ("Plaintiff");
27 2. Reasonable attorney fees now accrued in connection with the above-
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1 referenced action in the amount of \$2,150.00 are to be added to the Judgment as
2 against this Defendant;

3 3. Reasonable costs now accrued in connection with the above-referenced
4 action in the amount of \$350.00 are to be added to the Judgment as against this
5 Defendant; and

6 4. The judgment entered in accordance with this Offer of Judgment is to
7 be in total settlement of any and all claims and allegations by Plaintiff against,
8 implicating or involving Defendant, and said judgment shall have no effect
9 whatsoever except in settlement of those claims.

10 In accordance with Rule 68, if this Offer of Judgment is not accepted by
11 Plaintiff within ten (10) days after service of the Offer, the Offer shall be deemed
12 withdrawn, and any evidence of this Offer will be inadmissible except in any
13 proceeding to recover costs or attorneys' fees.

14 In accordance with Rule 68, if this Offer of Judgment is not accepted by
15 Plaintiff, and the Judgment finally obtained by Plaintiff, exclusive of costs and
16 attorneys' fees is not more favorable than this Offer, Plaintiff may be required to pay
17 his costs and attorneys' fees incurred after the date of this Offer.

18 **IN THE ALTERNATIVE**, if the above offer of judgment is not accepted,
19 Defendant, pursuant to Rule 68 of the Federal Rules of Civil Procedure, hereby
20 offers to allow judgment to be taken against Defendant and in favor of Plaintiff, as
21 follows:

22 1. Judgment shall be entered in the amount of 500.00 for alleged damages
23 to Plaintiff;

24 2. Reasonable attorney fees and costs now accrued in connection with the
25 above-referenced action are to be added to the Judgment as against this Defendant.
26 Said fees and costs are to be in an amount as agreed by counsel for the parties, or if
27 they are unable to agree, as determined by the Court, upon Motion; and
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1 3. The judgment entered in accordance with this Offer of Judgment is to
2 be in total settlement of any and all claims and allegations by Plaintiff against,
3 implicating or involving Defendant, and said judgment shall have no effect
4 whatsoever except in settlement of those claims.

5 In accordance with Rule 68, if this Offer of Judgment is not accepted by
6 Plaintiff within ten (10) days after service of the Offer, the Offer shall be deemed
7 withdrawn, and any evidence of this Offer will be inadmissible except in any
8 proceeding to recover costs or attorneys' fees.

9 In accordance with Rule 68, if this Offer of Judgment is not accepted by
10 Plaintiff, and the Judgment finally obtained by Plaintiff, exclusive of costs and
11 attorneys' fees is not more favorable than this Offer, Plaintiff may be required to pay
12 his costs and attorneys' fees incurred after the date of this Offer.

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14 DATED: October 2, 2009

CARLSON & MESSER LLP

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17 By /s/ David J. Kaminski
18 David J. Kaminski
19 Michael P. Lavigne
20 Attorneys for Defendant
21 ALLIED INTERSTATE, INC.
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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
 COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California.

I am over the age of 18 and not a party to the within action; my business address is 5959 W. Century Blvd., Suite 1214, Los Angeles, California 90045.

On **October 5, 2009**, I served the foregoing document described as: **OFFER OF JUDGMENT PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE RULE 68** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST**[X] BY ELECTRONIC MAIL :**

Based on Court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the said documents to be sent to the persons at the electronic mail addresses listed below (see attached service list). I did not receive within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[] (BY MAIL)

I sealed such envelope(s) and placed it (them) for collection and mailing on this dates following the ordinary business practices of Carlson & Messer LLP. I am "readily familiar" with the business practices of Carlson & Messer LLP for collection and processing of correspondence for mailing with the United States Postal Service. Such correspondence would be deposited with the United States Postal Service at Los Angeles, California this same day in the ordinary course of business with postage thereon fully prepaid.

[] (BY FACSIMILE)

I transmitted via telecopier machine such document to the offices of the addressees.

[] PERSONAL SERVICE BY HAND- I personally served document to address stated on POS Service List.**[X] (FEDERAL) -** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed this **5thth** day of **October, 2009** at Los Angeles, California.


 Deborah A. Nash

SERVICE LIST
Amy Abdai v. Allied Interstate, Inc.
06048.00

Ryan S. Lee, Esq.
Krohn & Moss, Ltd
10474 Santa Monica, Blvd., Ste. 401
Los Angeles, CA 90025
Tel: (323) 988-2400 x235
Fax (866) 802-0021

Attorneys for Plaintiff,
Amy Abdai